

EXHIBIT 1



Tarrant County District Clerk Online

Thomas A. Wilder, District Clerk

Civil - Case and Transaction Information

5/7/19 12:32 PM

Cause Number: 352-307354-19 Date Filed: 04-12-2019

STANLEY SCOTT GRIMM | VS | AETNA LIFE INSURANCE COMPANY

Cause of Action: CONTRACT, CONSUMER/DTPA

Case Status: PENDING

File Mark	Description	Assessed Fee	Credit/Paid Fee
04-12-2019	<u>PLTF'S ORIG PET W/DISCL REQ</u>	N I 289.00	
04-12-2019	<u>COURT COST (PAID) trans #1</u>	Y 289.00	
04-12-2019	<u>CIT-ISSUED ON AETNA LIFE INSURANCE COMPANY-On N I Svc</u> 04/16/2019	8.00	
04-12-2019	<u>COURT COST (PAID) trans #3</u>	Y 8.00	

District Clerk's Office

Tom Vandergriff Civil Courts Building

100 N. Calhoun St., 2nd Floor, Fort Worth, Texas 76196, [Contact Us](#)Please send questions and comments regarding the District Clerk web site to [District Clerk Webmaster](#)

EXHIBIT 2

352-307354-19
Cause No. _____

FILED
TARRANT COUNTY
4/12/2019 11:19 AM
THOMAS A. WILDER
DISTRICT CLERK

Stanley Scott Grimm § In the _____ Judicial
V. § District Court of
Aetna Life Insurance Company § Tarrant County, Texas

**PLAINTIFF'S ORIGINAL PETITION
(with Disclosure Request)**

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Plaintiff Stanley Scott Grimm (952/752), hereinafter called Plaintiff, complaining of and about Defendant Aetna Life Insurance Company, hereinafter called Defendant, and for cause of action shows unto the Court the following:

SERVICE

1. Defendant Aetna Life Insurance Company is an insurance company, doing business in the State of Texas. Said Defendant can be served through its attorney for service: C.T. Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

JURISDICTION

2. The subject matter in controversy is within the jurisdictional limits of this court in that Plaintiff seeks recovery of over \$200,000.00 but less than \$1,000,000.00.

VENUE

3. Pursuant to Texas Civil Practice & Remedies Code, §15.032, venue in Tarrant County is proper in this cause in that it is where the insured resides.

AGENCY AND VICARIOUS LIABILITY.

4. Whenever in this Petition it is alleged that Defendant did any act or thing or omission, it is meant that Defendant, its officers, agents, employees, or representatives did such act or thing or omission and that at the time such act or thing was done, it was done with the full authorization or ratification of Defendant or was done in the normal and routine course and scope of employment of Defendant, its officers, agents, employees, or representatives.

WRITTEN NOTICE GIVEN.

5. Plaintiff has fully complied with all of the conditions precedent prior to bringing this suit.
6. Notice letter was issued February 5, 2019, and this lawsuit is being filed after the expiration of 60 days.

FACTS

7. Plaintiff has a policy of insurance with Defendant, referenced to be Group Control number 0811383.
8. The policy has been in full force and effect for all times relevant to this lawsuit.
9. The policy offers long-term disability (LTD) benefits which Plaintiff has been receiving since December 2011, began when he had undergone a C4-5 anterior cervical discectomy and fusion.
10. Plaintiff's claim number is 5647305.
11. Plaintiff has suffered many setbacks since the surgery and has had several medical interventions.
12. Plaintiff is also receiving Social Security Disability benefits.
13. Defendant decided that as of September 11, 2018, that Plaintiff is no longer eligible for LTD benefits.
14. Defendant's determination was wrong in that Plaintiff is still suffering from conditions that make him eligible for LTD benefits pursuant to the policy language.
15. Plaintiff's LTD benefits ceased on September 11, 2018.
16. Plaintiff's LTD benefits are \$1,680.80 per month until age 65.
17. Plaintiff was born in October 1964.

VIOLATIONS OF THE TEXAS INSURANCE CODE

18. Plaintiff incorporates herein all the FACTS as set forth above.
19. Defendant's conduct in this matter appears to be in violation of numerous laws, including but not limited to Texas Insurance Code (TIC), as follows:
 - a. TIC § 541.060(a)(2)(A): Defendant have violated this section by failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of a claim with respect to which the insurer's liability has become reasonably clear in that research on Defendant's part would show that the

above FACTS are true and correct and that Defendant have failed to follow Texas law regarding the Texas Prompt Payment of Claims Act by requesting further information or paying or denying the claim within 15 business days.

- b. TIC § 541.060(a)(4): Defendant have violated this section by failing to within a reasonable time to affirm or deny coverage of a claim to a policyholder in that Defendant had all the information Defendant reasonably needed to accept or deny coverage on or about September 11, 2018, yet Defendant have not affirmed or denied coverage.

BREACH OF CONTRACT

20. Plaintiff incorporates herein all the FACTS as set forth above.
21. Defendant's conduct in this matter appears to be in Breach of Contract:
22. There is a valid, enforceable contract of insurance between Plaintiff and Defendant.
23. Plaintiff is a proper party to bring this lawsuit against Defendant.
24. Plaintiff has performed under the contract by paying premiums and cooperating with Defendant's investigation and supplying Defendant with necessary information.
25. Defendant breached the contract Defendant has with Plaintiff by ceasing LTD benefits.
26. Defendant's breach of the contract has caused injury to Plaintiff.

PROMPT PAYMENT OF CLAIMS ACT

27. Plaintiff incorporates herein all the FACTS as set forth above.
28. Defendant had all the information it had to pay Plaintiff's LTD benefits on September 11, 2018, which is date Defendant ceased the benefits.
29. Defendant is liable as penalty at an interest of 18% a year on policy benefits of plus attorney's fees.

DAMAGES

30. Plaintiff incorporates herein all the facts as set forth above.
31. Plaintiff sustained the following economic and actual damages as a result of the actions and/or omissions of Defendant described herein:
 - a. Plaintiff seeks payment of LTD benefits.

- b. Plaintiff seeks as penalty, damages under the Texas Prompt Payment of Claims Act, including 18% penalty on monies due, plus attorney fees.

DISCOVERY – REQUEST FOR DISCLOSURE TO DEFENDANT:

32. Pursuant to Rule 194 of the Texas Rules of Civil Procedure, **Defendant Aetna Life Insurance Company** is requested to disclose, within fifty (50) days of service of this request, the information or material as set forth in R.194.2(a) through R.194.2(l). A response to a request under Rule 194.2(f) is due according to Rule 195.2 of the Texas Rules of Civil Procedure.

33. The disclosures must be signed in accordance with Texas Rules of Civil Procedure, Rule 191.3, and delivered to the undersigned attorney. If a Defendant fails to comply with the requirements above, the Court may order sanctions against such Defendant in accordance with the Texas Rules of Civil Procedure.

Pleading, In the Alternative

34. Plaintiff incorporates herein all the FACTS as set forth above.

35. In the event this policy of insurance, is found to be governed, by ERISA then Plaintiff pleads as follows:

Service

36. Defendant **Aetna Life Insurance Company** is an insurance company, doing business in the State of Texas. Said Defendant can be served through its attorney for service: C.T. Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

Jurisdiction and Venue

37. This action against Defendants arises under the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1101 et. seq.

38. This Court has jurisdiction over this action pursuant to 29 U.S.C. §1132(e)(1).

39. Venue is proper in this District pursuant to 29 U.S.C. §1132(e)(1) and (2).

Factual Background

40. The employer benefit plan ("Plan") at issue in this case provided life insurance policy coverage to Stanley Scott Grim, Plaintiff herein. Plaintiff is the named insured of the LTD insurance policy.

41. The Plan is subject to ERISA.
42. At all pertinent times, Plaintiff was an employee and was a participant within the meaning of 29 U.S.C. § 1002(7) of the Plan.
43. Plaintiff's LTD benefits ceased on September 11, 2018.
44. Plaintiff made a timely claim for LTD benefits and fully cooperated with Defendant's investigation.
45. Defendant ultimately denied the claim/terminated the LTD benefits on September 11, 2018.
46. Defendant has persisted in its denial of Plaintiff's claim for benefits.
47. Plaintiff was and is entitled to benefits provided by the policy because Plaintiff made payments for on the policy, and Defendant accepted the payments.
48. Administrative appeals have been exhausted.

Request For Relief - Claim For Benefits Under The Policy - Count One

49. Plaintiff incorporates herein all the facts as set forth above.
50. Plaintiff is entitled to LTD benefits under the Plan as Plaintiff because there are no applicable exclusions.
51. Plaintiff has complied with Plaintiff's obligations to make proof of claim in accordance with the Plan including the appeal provisions.
52. The standard of review is *de novo* as the Defendant is not granted discretion and/or such discretion is voided by Texas Law, §28 Tex Admin. Code §3.1201 et seq. Defendant's decision to deny Plaintiff's claim was wrong.
53. In the alternative, Defendant's decision to deny Plaintiff's claim was arbitrary and capricious particularly after receiving the materials Defendant received on Plaintiff's appeal.
54. Pursuant to 29 U.S.C. §1132(a)(1)(B), Plaintiff seeks from Defendant those benefits, which have not been paid to Plaintiff.

Count Two - Attorneys Fees Pursuant to 29 U.S.C. 1132(g)(1) Against Defendant

55. Plaintiff incorporates herein all the FACTS as set forth above.
56. Pursuant to 29 U.S.C. §1132(g)(1), Plaintiff seeks an award of Plaintiff's reasonable and necessary court costs, and attorney's fees in connection with the prosecution of this action.

ATTORNEY'S FEES.

57. Request is made for all costs and reasonable and necessary attorney's fees incurred by or on behalf of Plaintiff herein, including all fees necessary in the event of an appeal of this cause to the Court of Appeals and the Supreme Court of Texas, as the Court deems equitable and just, as provided by: (a) §541.152(a)(1), of the Texas Insurance Code; (b) Chapter 38 of the Texas Civil Practice and Remedies Code; and, (c) common law.

PRE-JUDGMENT INTEREST.

58. As a result of the injuries sustained by Plaintiff as aforesaid and in addition to such damages, Plaintiff will show that he is entitled to pre-judgment interest on each separate element of damages as awarded by the jury during the trial of this case, from and after the date of accrual of such damages, through the date of judgment, such interest to accrue at the highest prevailing rate then applicable on the date of judgment.

POST JUDGMENT INTEREST.

59. As a result of the injuries sustained by Plaintiff and in addition to such damages, Plaintiff will show that he is entitled to post-judgment interest on damages awarded by the jury during the trial of this case, from and after the date of judgment, such interest to accrue at the highest prevailing rate then applicable until paid in full.

COSTS OF SUIT.

60. In addition, Plaintiff seeks all related costs of suit in this cause of action through the trial, post-trial, appeal, and/or post-judgment discovery, etc. of this matter.

61. Wherefore, Plaintiff seeks reimbursement of court costs incurred in the trial of this case and thereafter.

REQUEST FOR JURY TRIAL.

62. Plaintiff respectfully requests that a Jury be impaneled on final hearing of this cause of action.

PRAYER.

63. **WHEREFORE, PREMISES CONSIDERED,** Plaintiff respectfully prays that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiff against Defendant, including but not limited to ORDERING:

- a. Defendant to pay Plaintiff the full LTD insurance benefits Plaintiff is entitled to under the policy.

- b. Defendant to pay Plaintiff's reasonable attorney's fees incurred in pursuing recovery of benefits owed to Plaintiff.
- c. Defendant to pay Plaintiff pre-judgment and post-judgment interest; and
- d. That Plaintiff recover the cost of this action and such other and further relief as the Court may deem proper under the circumstances.

SIGNED on April 10, 2019.

Respectfully submitted,

/s/ Mark S. Humphreys
Mark S. Humphreys - SBOT #00789762

MARK S. HUMPHREYS, P.C.
702 Dalworth Street, Grand Prairie, Texas 75050
Tel. (972) 263-3722 * Fax. (972) 237-1690
Email: texaslaw94@yahoo.com
Attorney For Plaintiff

EXHIBIT 3



Tarrant County District Clerk Online

Thomas A. Wilder, District Clerk

Civil - Transaction Detail

5/7/19 12:34 PM

Cause Number: 352-307354-19

File Mark Date: 04-12-2019

Transaction Number: 2

Entry Date: 04-12-2019

STANLEY SCOTT GRIMM

| VS |

AETNA LIFE INSURANCE COMPANY

Transaction Description:

COURT COST (PAID) trans #1

Financial Information:

Receipt #: p00040727

Paid By: Other ID Mark Humphreys

Fees Paid Direct: \$ 0.00

Witness Fee Paid Direct: \$ 0.00

Money Paid Out: \$0.00

Check Number:

Party Information:

Party Number: 1

Party Type: PLAINTIFF

Party Name: GRIMM, STANLEY SCOTT

Party Status: ACTIVE

Related To:

Document Information:

Beginning Fiche Number:

Ending Fiche Number:

Beginning Frame Number:

Ending Frame Number:

Image Scanned By:

Last Modified By: KEAR, BRANDYE

District Clerk's Office

Tom Vandergriff Civil Courts Building

100 N. Calhoun St., 2nd Floor, Fort Worth, Texas 76196, [Contact Us](#)Please send questions and comments regarding the District Clerk web site to [District Clerk Webmaster](#)



Tarrant County District Clerk Online

Thomas A. Wilder, District Clerk

Civil - Transaction Detail

5/7/19 12:35 PM

Cause Number: 352-307354-19

File Mark Date: 04-12-2019

Transaction Number: 4

Entry Date: 04-12-2019

STANLEY SCOTT GRIMM

| VS |

AETNA LIFE INSURANCE COMPANY

Transaction Description:

COURT COST (PAID) trans #3

Financial Information:

Receipt #: p00040727

Paid By: Other ID Mark Humphreys

Fees Paid Direct: \$ 0.00

Witness Fee Paid Direct: \$ 0.00

Money Paid Out: \$0.00

Check Number:

Party Information:

Party Number: 1

Party Type: PLAINTIFF

Party Name: GRIMM, STANLEY SCOTT

Party Status: ACTIVE

Related To:

Document Information:

Beginning Fiche Number:

Ending Fiche Number:

Beginning Frame Number:

Ending Frame Number:

Image Scanned By:

Last Modified By: KEAR, BRANDYE

District Clerk's Office

Tom Vandergriff Civil Courts Building

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EXHIBIT 4



Tarrant County District Clerk Online

Thomas A. Wilder, District Clerk

Civil - Document Service Information

5/7/19 12:35 PM

Cause Number: 352-307354-19

Date Filed: 04-12-2019

STANLEY SCOTT GRIMM

| VS |

AETNA LIFE INSURANCE COMPANY

Cause of Action: CONTRACT, CONSUMER/DTPA

Case Status: PENDING

This is service attempt #1

Document Production Information:

Transaction Number: 3

Current Status: CHECKED OUT

Transaction Description: CIT-ISSUED ON AETNA LIFE INSURANCE COMPANY-On 04/16/2019

Date Produced: 04-16-2019

Produced By: MELANSON, LAUREN

Last Modified By: KEAR, BRANDYE

Document Service Out Information:

Service has been attempted 1 times. This is service attempt #1

Attempts: 1

Party To Serve: AETNA LIFE INSURANCE COMPANY

Checked Out: 04-16-2019 10:47 AM MELANSON, LAUREN

Checked Out By: EMAILED TO ATTY PER REQ

Document Service In Information:

Checked In:

Checked In By:

Date Executed:

Entry Date:

Document Service Fee Information:

Deposit/Incurred Status: No Deposit / Incurred Collected

Total Amount Paid Direct: \$0.00

Service Fee

Notes

Witness Fee: \$0.00

District Clerk's Office

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THE STATE OF TEXAS
DISTRICT COURT, TARRANT COUNTY

CITATION

Cause No. 352-307354-19

STANLEY SCOTT GRIMM
VS.
AETNA LIFE INSURANCE COMPANY

TO: AETNA LIFE INSURANCE COMPANY

B/S ATTY FOR SERVICE-CT CORPORATION SYSTEM 1999 BRYAN ST STE 900 DALLAS, TX
75201-3136

You said DEFENDANT are hereby commanded to appear by filing a written answer to the PLAINTIFF'S ORIGINAL PETITION (WITH DISCLOSURE REQUEST) at or before 10 o'clock A.M. of the Monday next after the expiration of 20 days after the date of service hereof before the 352nd District Court ,100 N CALHOUN, in and for Tarrant County, Texas, at the Courthouse in the City of Fort Worth, Tarrant County, Texas said PLAINTIFF being

STANLEY SCOTT GRIMM

Filed in said Court on April 12th, 2019 Against
AETNA LIFE INSURANCE COMPANY

For suit, said suit being numbered 352-307354-19 the nature of which demand is as shown on said PLAINTIFF'S ORIGINAL PETITION (WITH DISCLOSURE REQUEST) a copy of which accompanies this citation.

MARK S HUMPHREYS
Attorney for STANLEY SCOTT GRIMM Phone No. (972)263-3722
Address 702 DALWORTH ST GRAND PRAIRIE, TX 75050

Thomas A. Wilder , Clerk of the District Court of Tarrant County, Texas. Given under my hand and the seal of said Court, at office in the City of Fort Worth, this the 16th day of April, 2019.

By Lauren Melanson Deputy
LAUREN MELANSON

NOTICE: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 AM, on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Thomas A. Wilder, Tarrant County District Clerk, 100 N CALHOUN, FORT WORTH TX 76196-0402

OFFICER'S RETURN *35230735419000003*

Received this Citation on the _____ day of _____, ____ at ____ o'clock ___M; and executed at _____
within the county of _____, State of _____ at ____ o'clock ___M
on the _____ day of _____, ____ by delivering to the within named (Def.): _____
defendant(s), a true copy of this Citation together with the accompanying copy of PLAINTIFF'S ORIGINAL PETITION (WITH DISCLOSURE REQUEST), having first endorsed on same the date of delivery.

Authorized Person/Constable/Sheriff: _____

County of _____ State of _____ By _____ Deputy

Fees \$ _____

State of _____ County of _____ (Must be verified if served outside the State of Texas)

Signed and sworn to by the said _____ before me this _____ day of _____,

to certify which witness my hand and seal of office

(Seal)

County of _____, State of _____

CITATION

Cause No. 352-307354-19

STANLEY SCOTT GRIMM

VS.

AETNA LIFE INSURANCE COMPANY

ISSUED

This 16th day of April, 2019

Thomas A. Wilder
Tarrant County District Clerk
100 N CALHOUN
FORT WORTH TX 76196-0402

By LAUREN MELANSON Deputy

MARK S HUMPHREYS
Attorney for: STANLEY SCOTT GRIMM
Phone No. (972)263-3722
ADDRESS: 702 DALWORTH ST

GRAND PRAIRIE, TX 75050

CIVIL LAW



35230735419000003
SERVICE FEES NOT COLLECTED
BY TARRANT COUNTY DISTRICT CLERK
ORIGINAL